point of actual damage. *Harlem Ass'n* v. *Mercantile Trust Co.,* 31 N. Y. Supp. 790; *U. S.* v. *Bank,* 6 Fed. 853; *Murphy* v. *Bank,* 191 Mass. 159, 77 N. E. 693. DANIEL, NEG. INST. (5th Ed.) Vol. 2, § 1372, says the demand for restitution ought to be made reasonably after the discovery, and that the court will at times look past the mere extent of time to consider other circumstances. *Third Nat. Bank* v. *Allen,* 59 Mo. 310; *First Nat. Bank* v. *Bank,* 152 Ill. 296.

BILLS AND NOTES—GIFTS INTER VIVOS AND MORTIS CAUSA—DELIVERY.—L. Guipon, depositor in a bank, drew a check and mailed it to his betrothed, in contemplation of his suicide. The letter expressed this intention. Guipon killed himself before the letter and check reached his betrothed. The check was for $7212.00, being $0.88 less than Guipon had to his credit in the bank. The bank refused payment on the ground that the death of the donor revoked the order. *Held,* that the gift was not valid either inter vivos or mortis causa, despite fact of a valid delivery. *Bainbridge* v. *Hoes,* (1914) 149 N. Y. Supp. 20.

For a valid gift inter vivos the dominion of the donee over the subject must be complete. The NEGOTIABLE INSTRUMENTS LAW (Consol. laws, c. 38, § 325) says a check does not operate as an assignment of any part of the funds. So delivery of a check not certified by the bank on which drawn does not constitute a valid gift inter vivos. *Second Nat. Bank* v. *Williams,* 13 Mich. 291; *Florence Mining Co.* v. *Brown,* 124 U. S. 385, 8 Sup. Ct. 531; *Bullard* v. *Randall,* 1 Gray 605; POMEROY, EQUITY, § 1148. These was a valid delivery in the instant case, even though Guipon was dead before the check reached the donee, because the delivery to the Post Office is considered a delivery to the agent of the payee of the check. *Kennedy* v. *Kennedy,* 66 N. Y. Supp. 225; *Com.* v. *Wood,* 142 Mass. 459, 8 N. E. 432; *U. S.* v. *Nutt,* Fed. Cases No. 15904. Suicide is not made a crime in New York. *Meachem* v. *Mutual Ass'n.* 120 N. Y. 237. So a gift in anticipation of suicide is not *void* as being against public policy. But the theory of a gift mortis causa is that the contemplated death, the death and its contemplated means, all become an essential part of the transaction. *Irish* v. *Nutting,* 47 Barb. 383, 386. The law of New York terms suicide a "grave public wrong," and the court therefore considers the gift *invalid* because the *means* were invalid. The binding authority is *Re Smither,* 30 Hun. 632. It rests in part on *Harris* v. *Clark,* 3 Comst. 93, which holds that a written order upon a third person, made by the donor, is not the subject of a valid gift, either inter vivos or mortis causa.

CARRIERS.—CARMACK AMENDMENT.—Plaintiff was the consignee of several carload lots of fruit shipments from Ogden, Utah, to Omaha, Neb., over the lines of the defendant. Before their arrival and delivery to the plaintiff at Omaha, plaintiff contracted orally with the defendant through its agents, to divert several of these shipments to various points in Minnesota, South Dakota, and Iowa at through rates, and surrendered the original bills of lading to the defendant's proper agents, no new bills of lading to cover the

contract providing for the diversion mentioned being issued. The shipments from Omaha on were over lines not belonging to the defendant. The goods arrived at their ultimate destination in damaged condition. The plaintiff brought this action under the Carmack Amendment to the Interstate Commerce Act, (34 U. S. St., p. 595). *Held,* that the defendant was liable under this amendment even where the damages were the result of the negligence occurring on the lines not belonging to it, and that the fact that no new bills of lading had been issued covering the contract of diversion was immaterial. *Gamble-Robinson Commission Co.* v. *Union Pacific R. R. Co.* (Ill. 1914), 104 N. E. 667.

At common law, in the absence of contract, a common carrier was under no obligation to carry beyond its own lines, and its liability was limited to its own lines and to delivery of the goods to a proper connecting carrier; *Rawson* v. *Holland,* 59 N. Y. 611; *Alabama Great Southern R. R. Co.* v. *Thomas & Sons,* 89 Ala. 294; *Cinn., Ham. & Day.* v. *Pontius & Richmond,* 19 Oh. St. 221. As to what was sufficient to constitute a contract imposing this liability two rules arose; the one the so-called English rule under which the acceptance of goods for shipment beyond its own lines prima facie imposed it; *Muschamp* v. *Lancaster & P. J. R. R. Co.,* 8 M. & W. 421; *Wilby* v. *West Cornwall R. Co.,* 2 Hurl. & N. 703; followed in some American jurisdictions, *Ill. Cent. R. Co.* v. *Johnson,* 34 Ill. 389; the other the so-called American rule which requires something more express than mere acceptance for delivery beyond its own lines to impose such liability upon a common carrier; *Richardson Roller Mills Co.* v. *G. R. & I. R. Co.,* 67 Mich. 110; *Van Santvoord* v. *St. John & Tousey,* 6 Hill (N. Y.) 157. The same liability is imposed upon interstate carriers by the Carmack Amendment to the Interstate Commerce Act, under which interstate carriers are compelled to accept goods for shipment beyond their own lines if it is interstate in its nature, and which renders the initial carrier liable for the whole distance. Under this amendment a carrier which accepts goods for shipment over other lines to points in other states is conclusively treated as having made a through contract, and thereby to have elected to treat the connecting carrier as its agent; *Galveston, Harrisburg & San Antonio R. Co. v. Wallace,* 223 U. S. 481; *Atlantic Coast Line* v. *Riverside Mills,* 219 U. S. 186. The only thing which prevented this case from being squarely within the letter of the Carmack Amendment was the fact that no new bills of lading had been issued by the defendant at the time of the agreement to divert the shipments, the amendment requiring the carrier to issue through bills of lading when it accepts goods for shipment outside the state over lines other than its own. This failure to do its duty as imposed by the terms of the Act cannot, however, relieve the carrier of its liability. Nor does liability of a carrier depend upon the issuance of a bill of lading, which is not the contract itself, but merely evidence thereof, and the acceptance of goods for carriage by a carrier imposes the liability of a common carrier even in the absence of the issuance of a bill of lading; *Shelton* v. *Merchants Despatch Transportation Co.,* 31 N. Y. Super. Ct. 527. The present case is distinguished from that of the *Parker-Bell Lumber Co.* v. *Great Northern Ry. Co.,*

69 Wash. 123, which also involved an interpretation of the same amendment. In that case the contract for the diversion of the goods was made not with the original carrier, but with the last connecting carrier that carried the goods to the destination mentioned in the original bill of lading, and hence such last connecting carrier became the initial carrier for the purposes of the new agreement.

CARRIERS.—PUBLIC UTILITY ACT IN CONFLICT WITH CITY ORDINANCE.—Plaintiff sued to enjoin the defendant from enforcing against it an ordinance requiring all street railway companies to sell six tickets for 25 cents. The Oregon Public Utility Act, ORE. LAWS, 1911, ch. 279, vested in the Railroad Commission of the state power of supervision and regulation of all public utilities in the state, giving it exclusive authority to investigate the rates of such companies, and to alter them if found unreasonable. It also made compulsory the filing of rate schedules with the commission and forbade any charges different from those so on file. The rates prescribed by the ordinance were different from those so on file with the Commission. The question arose on a motion to dismiss the plaintiff's bill for an injunction. *Held*, that in case of conflict between state regulations and municipal regulations, the state authority prevails. *Portland Ry., Light, & Power Co.* v. *City of Portland et al.* (1914), 210 Fed. 667.

The power to regulate public utilities and public employments and to supervise their rates is a function of the state and is a legislative power; *Munn* v. *Illinois*, 94 U. S. 113; *Wellman* v. *Chi. & Gr. Tr. Ry. Co.*, 83 Mich. 592. This power of regulation, being in a large measure administrative in its nature, may be delegated to a commission by the legislature, *Railroad Commission Cases*, 116 U. S. 307; or may be delegated to county courts or other administrative units, *Brymer* v. *Butler Water Co.*, 179 Pa. St. 231. Municipal corporations have no inherent right to regulate rates and in the absence of express authority delegated to them to do so cannot exercise this power, *In re Pryor*, 55 Kans. 724. It may however be delegated to them in the same way as to other bodies. However, powers conferred upon municipal corporations may at any time be altered or repealed by the legislature, either by a general law operating upon the whole state, or in the absence of constitutional restriction, by a special act, *Meriwether* v. *Garrett*, 102 U. S. 472; *People* v. *Morris*, 13 Wend. (N. Y.) 323. When, therefore, a state law creating a public utility commission with extensive powers of control over public utilities is passed, it rescinds and takes away the power of municipalities to exercise control over them in so far as this is inconsistent with the general law; *Cal.-Ore. Power Co.* v. *City of Grants Pass*, 203 Fed. 173; *Seattle Electric Co.* v. *City of Seattle*, 206 Fed. 955. The problem in such a case is somewhat analogous to that which arises in connection with interstate commerce when matters previously regulated and governed by the laws of the various states are made the subject of the legislative activity of Congress. In that case, too, states can make regulations affecting matters of local concern even though they in some measure are connected with interstate commerce, when Congress has not yet acted in the matter; *Cooley* v.